

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	)
	)
Petitioner,	)
	)
v.	)
	)
THE INSTITUTE FOR COLLEGE ACCESS &	)
SUCCESS,	)
	)
Respondent.	)

Misc. No.

DECLARATION OF LISA FOSTER

I, Lisa M. Foster, declare as follows to the best of my knowledge, information, and belief in support of a petition to enforce the Inspector General subpoena *duces tecum* dated June 26, 2012, (Attachment 1) served by the OIG on The Institute for College Access & Success (TICAS):

- I am over the age of eighteen (18) years. I am the Special Agent in Charge of Headquarters Operations for the United States Department of Education (ED or the Department) Office of Inspector General (OIG), and have been so employed since May 2011. Prior to my current position, I had 14 years of experience as a criminal investigator and received investigative training at the Federal Law Enforcement Training Center. I have knowledge of the facts set forth in this declaration based on my personal involvement in the investigation described below.

2. In December 2011, I began investigating whether former ED Deputy Undersecretary Robert Shireman violated Federal ethics laws by engaging in activities involving his former employer, TICAS, during the course of his employment with the Department.
3. My investigation focuses on whether Mr. Shireman violated Title 18 U.S.C. § 205(a)(2), which provides: “Whoever, being an officer or employee of the United States in the executive, legislative, or judicial branch of the Government or in any agency of the United States, other than in the proper discharge of his official duties. . . acts as agent or attorney for anyone before any department, agency, court, court-martial, officer, or civil, military, or naval commission in connection with any covered matter in which the United States is a party or has a direct and substantial interest . . . shall be subject to the penalties set forth in section 216 of this title.”
4. My investigation also focuses on Executive Order (EO) 13490, “Ethics Commitments by Executive Branch Employees” (January 21, 2009), which provides in pertinent part as follows: “Every appointee in every executive agency appointed on or after January 20, 2009, shall sign, and upon signing shall be contractually committed to, the following pledge upon becoming an appointee: I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.”
5. Mr. Shireman signed the Ethics Pledge on April 14, 2009, and on June 23, 2009, Susan Winchell, ED Designated Agency Ethics Officer, advised him by email that

pursuant to his Ethics Pledge and the Federal conflicts of interests statutes, he was disqualified from participating in “meetings or other communications with [his] former employers and former clients, even if the subject of the meeting is a particular matter of general applicability, unless the meeting or other communication is open to all interested parties.” (Attachment 2)

6. Mr. Shireman served as President of TICAS from 2004 to April 19, 2009. TICAS is a California-based nonprofit organization that conducts and supports research, analysis, and advocacy related to higher education policy.
7. Mr. Shireman was appointed as a consultant to the Secretary of Education on February 3, 2009, was converted to the position of ED Deputy Undersecretary on April 20, 2009, and was converted back to an appointment as a consultant on July 4, 2010. Mr. Shireman remained employed with the Department until February 11, 2011. As both a consultant and as Deputy Undersecretary, Mr. Shireman oversaw the Department’s higher education programs, including the Department’s negotiated rulemakings concerning proposed higher education regulations.
8. The OIG learned that during the period February 3, 2009, to February 11, 2011, there were communications, through Mr. Shireman’s Department staff and Department email (ed.gov), TICAS email, and personal email accounts, between Mr. Shireman and TICAS involving negotiated rulemakings within the Department’s proposed higher education regulations. (Attachment 3)
9. I served a subpoena *duces tecum*, on TICAS by mail on June 28, 2012, and TICAS, through Counsel, accepted service. (Attachment 1)

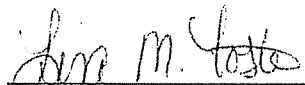
10. The subpoena sought items from TICAS pertaining to Mr. Shireman's involvement with TICAS during the time of his employment at the Department. The subpoena sought for the time period February 3, 2009, to February 11, 2011, communications between Mr. Shireman and TICAS (request item 1); documents concerning Mr. Shireman and ED negotiated rulemakings (request item 2); and communications and documents related to a specific engagement hosted by TICAS and attended by Mr. Shireman in April 2010 (request item 3). (Attachment 1)
11. The subpoena required TICAS to produce the subpoenaed documents on or before July 16, 2012.
12. Beginning on July 10, 2012, I spoke with TICAS's counsel a number of times regarding TICAS's compliance with the subpoena. TICAS questioned the authority of the OIG to subpoena documents from TICAS, but agreed to review its systems and provide a response to the OIG's requests. TICAS's counsel also explained that because the TICAS President was not available when the subpoena was received, and due to technical difficulties concerning the accessibility of TICAS's email server, TICAS needed more time to respond to the subpoena.
13. On July 18, 2012, I agreed to extend the date of document production to July 24, 2012.
14. On July 19, 2012, TICAS's counsel emailed me a letter objecting to the subpoena alleging that it exceeded the OIG's authority, violated the First Amendment rights of TICAS, its officers, and employees, was overly broad and unduly burdensome, and sought the production of privileged documents.

15. Nonetheless, on August 8, 2012, TICAS's counsel provided me a very limited response to the subpoena: emails and documents relating to preparation for a meeting it held on April 29-30, 2010 (request item 3). Some of these documents were redacted, TICAS bates numbers T0027, T0036, T0043, T0048, T0080, T0082, T0082, T0092, and T0093, which TICAS's counsel stated in her accompanying letter, was based on "Right of privacy, First Amendment, and Attorney Client work product." (Attachment 4)
16. On August 20, 2012, I contacted TICAS's counsel by voicemail and email and requested the additional documents required by the subpoena, specifically request items 1 and 2.
17. On August 22, 2012, I informed TICAS's counsel via email that if I did not receive the outstanding documents by August 31, 2012, OIG would seek judicial enforcement of the subpoena.
18. On August 23, 2012, TICAS's counsel responded by email that TICAS had produced the documents it agreed to provide the OIG, and noted that TICAS had previously shared its objections to the subpoena. TICAS's counsel also explained in her email that TICAS has confirmed that no emails were sent from Mr. Shireman's TICAS email account since he left TICAS in 2009; however TICAS was aware of a limited set of email received in Mr. Shireman's TICAS email account during the period covered by the subpoena, but that those emails were sent by the TICAS president in error (as a result of the "auto-fill" function in TICAS's email program) and were immediately forwarded to Mr. Shireman's government email address.

19. To date, OIG has not received any documents from TICAS, apart from the limited documents it produced on August 8, in response to the subpoena.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 31, 2013.

  
\_\_\_\_\_  
LISA M. FOSTER,  
Special Agent

# Attachment 1



**United States Department of Education**  
**OFFICE OF INSPECTOR GENERAL**

Ms. Lauren Asher, President  
The Institute for College Access and Success  
405 14<sup>th</sup> Street, 11<sup>th</sup> Floor  
Oakland, CA 94612

Dear Ms. Asher:

Pursuant to 5 U.S.C. app. 3, sections 4, 6(a)(4), the enclosed subpoena *duces tecum* has been issued by the Office of Inspector General of the United States Department of Education. The materials identified should be produced as indicated on the subpoena.

This subpoena may be satisfied by mailing the requested documents and a signed copy of the attached Declaration of Compliance to the address listed below on or before the specified date:

Special Agent in Charge Lisa Foster  
U.S. Department of Education  
Office of Inspector General  
550 12<sup>th</sup> Street, SW # 8147  
Washington, DC 20024

Failure to provide the requested documents at the time specified in the subpoena will be taken by this office as a failure to comply with the subpoena and we will exercise our legal right to seek judicial enforcement.

If for any reason any of the required materials are not furnished, list and indicate the location of such materials and the reason for nonproduction. In addition, if any document called for is withheld because of a claim of attorney-client privilege, identify: (a) the attorney and client involved; (b) all persons or entities who were involved in the preparation of the document; (c) all persons or entities who received the document; (d) all persons or entities known to have been furnished the document or informed of its substance; (e) the date of the document; and (f) the subject matter of the document.

It will be helpful in determining whether you have fully complied with this subpoena if the responsive materials are accompanied by an index of the documents produced.

If you have any questions, you may contact Special Agent Lisa Foster at (202) 245-7058.

Sincerely,

A handwritten signature in black ink, appearing to read "William D. Hamel".

William D. Hamel  
Assistant Inspector General  
for Investigations





United States Department of Education  
OFFICE OF INSPECTOR GENERAL

**SUBPOENA DUCES TECUM**

**TO:** Ms. Lauren Asher, President  
The Institute of College Access and Success  
405 14<sup>th</sup> Street, 11<sup>th</sup> Floor  
Oakland, CA 94612

**YOU ARE HEREBY COMMANDED TO APPEAR BEFORE** Special Agent in Charge Lisa Foster, a duly authorized representative of the Office of Inspector General, U.S. Department of Education, at 550 12<sup>th</sup> Street, SW, # 8147, Washington, DC 20024, by the 16th day of July, 2012, and produce certain documentary evidence specified below which is necessary in the performance of the responsibility of the Inspector General to conduct and supervise investigations, audits, and perform such other functions as are necessary to promote economy, efficiency, and effectiveness in the administration of, and to prevent and detect fraud, waste, and abuse in and relating to, the programs and operations of the U.S. Department of Education.

**YOU ARE FURTHER COMMANDED** to bring with you and produce and provide at said time and place the following:

See ATTACHMENT A – Copies may be provided. The Office of Inspector General reserves the right to require the production of originals upon request.

Please direct all inquires about this subpoena to:

Special Agent in Charge Lisa Foster  
550 12<sup>th</sup> St, SW # 8147  
Washington, DC 20024  
(202) 245-7058

**ISSUED UNDER THE AUTHORITY OF THE INSPECTOR GENERAL ACT, TITLE 5  
U.S.C. APP. 3, SECTIONS 4, 6(a)(4).**

OFFICE OF INSPECTOR GENERAL

A handwritten signature in cursive script, appearing to read "William D. Hamel".  
\_\_\_\_\_  
William D. Hamel

DATE:

6/26/12



**United States Department of Education  
OFFICE OF INSPECTOR GENERAL**

**RETURN OF SERVICE**

I hereby certify that on \_\_\_\_\_, 20\_\_, I personally served this SUBPOENA DUCES TECUM on \_\_\_\_\_ by handing him/her a true copy hereof.

(Signature of person making return)

Name and Official Title

Date

**RETURN OF SERVICE  
(SERVICE BY MAIL)**

I hereby certify that on \_\_\_\_\_, 20\_\_, I served this SUBPOENA DUCES TECUM on \_\_\_\_\_ by causing to be mailed, postage prepaid, return receipt requested, a true copy hereof addressed to.

(Signature of person making return)

Name and Official Title

Date

**DECLARATION OF COMPLIANCE WITH SUBPOENA**

I, \_\_\_\_\_, having knowledge of the facts and circumstances relating to the production of documents in response to the subpoena *duces tecum* issued by the United States Department of Education, Office of Inspector General, to \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, do hereby declare that all of the records commanded by the subpoena have been produced to the Office of Inspector General, and that the records provided are complete, authentic, and in full compliance with the subpoena and that no document required by the subpoena has been destroyed or altered since receipt of the subpoena. Any records required by the subpoena that have been withheld from production under a claim of privilege or otherwise have been identified on a separate document attached hereto and incorporated herein, along with the reason(s) for withholding the records.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization)

The Institute of College Access and Success  
Subpoena Attachment A

## INSTRUCTIONS

The following instructions are expressly incorporated into each specific demand for production as if fully stated therein:

1. Relevant Time Period. Unless otherwise specified, the scope of this subpoena includes all documents concerning the period from February 9, 2009, through February 11, 2011.
2. Duty To Supplement. The obligations created by this subpoena are continuing, and you shall supplement your responses if you locate additional responsive documents in your possession. You shall produce the specified materials to the Office of Inspector General as they are kept in the usual course of business or you shall organize and label them to correspond with the categories in this subpoena.
3. Scope Of Search Required. This subpoena calls for all documents in your possession, custody, or control. You are required to search all files reasonably likely to contain responsive documents. If there are no responsive documents to a particular request, please specify that you have no responsive documents.
4. Non-Production. Each document requested herein is requested to be produced in its entirety and without any deletion, excision, or redaction, regardless of whether you consider the entire document to be relevant or responsive to the requests, except as follows. If any documents responsive to any of the paragraphs of this Attachment will not be produced for any reason, please set forth the following information concerning each document:
  - (a) the type of document;
  - (b) the date of the document;
  - (c) the person who prepared or wrote the document;
  - (d) a description of the document's subject matter and physical size;
  - (e) all addresses of recipient(s) of the original or copy thereof, together with the date or approximate date that said recipient received said document;
  - (f) all other persons to whom the contents of the document have been disclosed, the date of such disclosure, and the means of such disclosures; and
  - (g) the nature of the privilege or the rule of law relied upon, or other reason for non-production.

If you have redacted any portion of a document, stamp the word "redacted," or otherwise note as such, on each page of the document from which you have redacted information. Redactions should be explained in accordance with the instructions in this paragraph along with withheld documents (e.g., in a privilege log).

5. All documents produced pursuant to this subpoena are to be submitted as found in the files of the person or entity with possession, custody or control over the documents and are to be organized in such a manner that all documents relating to a particular specification or request are grouped together and identified as being responsive to that specification or request.
6. All documents provided in response to this subpoena are to include all marginalia and post-its, as well as any attachments referred to or incorporated by the documents.
7. If information exists or can be retrieved from information stored in computerized form, this request includes the information on computer disk and the hard drive, if necessary, including an identification of the software program necessary to access and use the information.
8. If any documents requested herein have been lost, discarded, or destroyed, they shall be identified as completely as possible, including, without limitation, the following information: (a) The date of disposal; (b) The manner of disposal; (c) The reason for disposal; and (d) The person authorizing the disposal.

The Institute of College Access and Success  
Subpoena Attachment A

#### DEFINITIONS

The following definitions are expressly incorporated into each specific demand for production as if fully stated therein:

- A. TICAS. The term "TICAS" refers to The Institute for College Access and Success and all subsidiaries, affiliates, divisions, and any other related corporation, partnership, proprietorship, association, or organization, and its officers, directors, employees, partners, consultants, agents, representatives, accountants.
- B. Your. The terms "you" or "your" refer to The Institute for College Access and Success and all subsidiaries, affiliates, divisions, and any other related corporation, partnership, proprietorship, association, or organization, and its officers, directors, employees, partners, consultants, agents, representatives, accountants.
- C. Robert Shireman. The term "Robert Shireman" refers to former TICAS President and owner Robert Shireman, and any corporation, partnership, joint venture or other entity owned, controlled or operated by Robert Shireman, or in which Robert Shireman was at any time a director, officer, shareholder, agent or signatory, or otherwise had a legal or equitable interest.
- D. Pauline Abernathy. The term "Pauline Abernathy" refers to TICAS Vice President Pauline Abernathy, and any corporation, partnership, joint venture or other entity owned, controlled or operated by Pauline Abernathy, or in which Pauline Abernathy was at anytime a director, officer, shareholder, agent or signatory, or otherwise had a legal or equitable interest.
- E. Department or ED. The terms "Department" or "ED" refer to the U.S. Department of Education.
- F. OIG. The term "OIG" refers to the U.S. Department of Education Office of Inspector General.
- G. Communication. The term "communication" refers to all manners of transmitting or receiving information, opinions, or thoughts, orally, in writing, in person, telephonically, or otherwise.
- H. Concerning. The term "concerning" means referring to, describing, evidencing, or constituting.
- I. Document. The term "document" means all records, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, prospectuses, inter-office or intra-office communications, telephone message slips, offers, notations of conversations, bulletins, drawings, plans, computer printouts, computer input or output, teletypes, telefaxes, invoices, worksheets, ledger books, books of account, and all drafts, alterations, modifications, changes, and amendments of any of the foregoing. The term "document" includes information whether in printed or electronic format, including information stored on computer hard drive, disks, or by any other electronic means. The term also includes all graphic or aural records or representations of any kind, including without limitation, photographs, charts, graphs, microfilm, videotape, recordings, motion pictures, and electronic, mechanical, or electrical records, or recordations of any kind, including, without limitation, tapes, cassettes, discs, and recordings. Any copy of a document which contains information or markings not contained on the original of the document should be considered a separate document.
- J. Person. The term "person" is defined as any natural person or any business, legal, or governmental entity or association.
- K. Possession. The term "possession" denotes both actual and constructive possession. For example, a document is in your possession if it is within the your custody or control, if you have a legal or equitable right to obtain such document from another person, or if it is in the possession of any present or former officer, director, employee, partner, corporate parent, subsidiary, or affiliate thereof.
- L. And/Or. The terms "and" and "or" are used interchangeably herein, operating both as conjunctive and disjunctive conjunctions.

The Institute of College Access and Success  
Subpoena Attachment A

- M. Singular and Plural. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form as well, and vice versa.
- N. Tenses. All present tenses of verbs or verb forms shall be considered to include within their meaning the future and past tenses as well, and vice versa.
- O. Refer. "Refer" means to discuss, report on, review, consider, evaluate, or explain by direct mention of the subject matter of the request.
- P. Relate. "Relate" means to comprise, explicitly or implicitly, refer to, be reviewed in conjunction with, or be generated as a result of the subject matter of the request, or to reflect, record, memorialize, discuss, evaluate, consider, review or report on the subject matter of the request.
- Q. Affiliated Organization. An "affiliated organization" is any organization that is directly or indirectly related or connected to the institution of higher education and includes, but is not limited to, alumni organizations, athletic organizations, and social, academic, and professional organizations.
- R. United States. "United States" means any government agency or representative of the government including the U.S. Department of Education.

The Institute of College Access and Success  
Subpoena Attachment A

**DOCUMENTS TO BE PRODUCED**

For the period of February 3, 2009, to February 11, 2011:

1. Any and all communications (including email), and documentation of correspondence, between TICAS and Robert Shireman, including but not limited to communications between Pauline Abernathy and Robert Shireman.
2. To the extent not included above, any and all documents concerning Robert Shireman and/or any U.S. Department of Education negotiated rulemaking, including but not limited to documents related to "gainful employment" or "incentive compensation."
3. Any and all communications (including emails) and documents related to the student loan repayment meeting/conference hosted by TICAS and attended by Robert Shireman in April 2010.



**United States Department of Education  
OFFICE OF INSPECTOR GENERAL**

**PRIVACY ACT NOTIFICATION**

The Privacy Act of 1974, 5 U.S.C. § 552a(e), requires the Office of Inspector General (OIG), U.S. Department of Education (Department), to provide you with this notice when requesting information from you.

**Authority for the Solicitation of Information**

This information request is in connection with an official inquiry under the authority of the Inspector General Act of 1978, 5 U.S.C. app. 3, as amended, and the regulations governing the programs and activities of the Department contained in Title 34 of the Code of Federal Regulations. Department employees are required by paragraph VI.A.3 of ACS Directive OIG:1-102, "Cooperation with the Office of Inspector General," to respond to all official requests of representatives of the OIG unless providing information may tend to incriminate the employee. Individuals and entities that have contract- or grant-based relationships with the Federal government may be required, by the terms of such relationship, to provide information. Information requested by administrative subpoena is required to be provided to OIG. In all other circumstances, providing information to the OIG is voluntary.

**Principal Purpose for Solicitation of Information**

The Office of Inspector General will use the information you provide to evaluate Department programs and operations and to detect fraud, waste, abuse, or mismanagement in such programs and operations.

**Routine Uses of the Solicited Information**

The information you provide will be incorporated into a system of records known as the Investigative Files of the Inspector General ED/OIG. It may be disseminated outside of the Department in accordance with published routine uses set forth on the reverse of this form.

**Consequences of Failure to Furnish Information**

The failure of a Department employee to supply the requested information when disclosure of such information is mandatory may result in administrative sanctions against the employee including removal from the Federal service. The failure of a contractor or grantee to provide information required under the provisions of the contract, grant, or Department regulations may result in administrative sanctions. The failure of a subpoena recipient to supply requested documents and information may cause the OIG to seek judicial enforcement of the subpoena in an appropriate United States District Court. If the court enforces the subpoena and you thereafter fail to provide the information, you may be subject to civil and/or criminal sanctions for contempt of court.



## ROUTINE USES OF THE INFORMATION

Information may be disseminated outside of the Department of Education in accordance with the following routine uses:

1. *Law Enforcement.* Information may be disclosed to any Federal, State, local, or foreign agency or other public authority responsible for enforcing, investigating, or prosecuting violations of law or regulation if that information is relevant to any enforcement, regulatory, investigative or prosecutorial responsibility of the receiving entity.

2. Information may be disclosed to public or private sources to the extent necessary to obtain information from those sources relevant to an OIG investigation, audit, inspection, or other inquiry.

3. *Employment, Employee Benefit, Clearance, Contracting Decisions.*

(a) Information may be disclosed to a Federal, State, local or foreign agency maintaining civil, criminal, or other relevant enforcement or other pertinent records, or to another public authority or professional organization, if necessary to obtain information relevant to a Department decision concerning the hiring or retention of an employee or other personnel action, the issuance or retention of a security clearance, the letting of a contract, or the issuance or retention of a license, grant, or other benefit. (b) Information may be disclosed to a Federal, State, local, or foreign agency, other public authority, or professional organization in connection with the hiring or retention of an employee or other personnel action, the issuance or retention of a security clearance, the letting of a contract, or the issuance or retention of a license, grant, or other benefit.

4. *Disclosure to Public and Private Sources in Connection with the Higher Education Act of 1965, as Amended (HEA).* The OIG may disclose information from this system of records as a routine use to facilitate compliance with program requirements to any accrediting agency that is or was recognized by the Secretary of Education pursuant to the HEA; to any educational institution or school that is or was a party to an agreement with the Secretary of Education pursuant to the HEA; to any guaranty agency that is or was a party to an agreement with the Secretary of Education pursuant to the HEA; or to any agency that is or was charged with licensing or legally authorizing the operation of any educational institution or school that was eligible, is currently eligible, or may become eligible to participate in any program of Federal student assistance authorized by the HEA.

(5) *Litigation Disclosure.*

(a) Disclosure to the Department of Justice. If the disclosure of certain records to the Department of Justice (DOJ) is relevant and necessary to litigation and is compatible with the purpose for which the records were collected, those records may be disclosed. Such a disclosure may be made in the event that one of the parties listed below is involved in the litigation, or has an interest in the litigation: (i) The Department or any component of the Department; (ii) Any employee of the Department in his or her official capacity; (iii) Any employee of the Department in his or her individual capacity where the Department of Justice has agreed to represent the employee or in connection with a request for such representation; or (iv) The United States, where the Department determines that the litigation is likely to affect the Department or any of its components.

(b) Other Litigation Disclosure. If disclosure of certain records to a court, adjudicative body before which the Department is authorized to appear, individual or entity designated by the Department or otherwise empowered to resolve disputes, Counsel or other representative, or potential witness is relevant and necessary to litigation and is compatible with the purpose for which the records were collected, those records may be disclosed as a routine use to the court, adjudicative body, individual or entity, Counsel or other representative, or potential witness. Such a disclosure may be made in the event that one of the parties listed below is involved in the litigation, or has an interest in the litigation: (i) The Department, or any component of the Department; (ii) Any employee of the Department in his or her official capacity; (iii) Any employee of the Department in his or her individual capacity where the Department has agreed to represent the employee; or (iv) The United States, where the Department determines that the litigation is likely to affect the Department or any of its components.

6. *Contractors/Consultants.* Information may be disclosed to the employees of any entity or individual with whom or with which the Department contracts for the purpose of performing any functions or analyses that facilitate or are relevant to an OIG investigation, audit, inspection, or other inquiry. Before entering into such a contract, the Department shall require the contractor to maintain Privacy Act safeguards, as required under 5 U.S.C. 552a(m) with respect to the records in the system.

7. *Debarment/Suspension.* Information may be disclosed to another Federal agency considering suspension or debarment action where the information is relevant to the suspension or debarment action. Information may also be disclosed to another agency to gain information in support of the Department's own debarment and suspension actions.

8. *Department of Justice.* Information may be disclosed to the Department of Justice, to the extent necessary for obtaining its advice on any matter relevant to Department of Education programs or operations.

9. *Congress.* Information may be disclosed to a member of Congress from the record of an individual in response to an inquiry from the member made at the written request of that individual. The member's right to the information is no greater than the right of the individual who requested it.

10. *Benefit Program.* Information may be disclosed to any Federal, State, local or foreign agency, or other public authority, if relevant to the prevention or detection of fraud and abuse in benefit programs administered by any agency or public authority.

11. *Overpayment.* Information may be disclosed to any Federal, State, local or foreign agency, or other public authority, if relevant to the collection of debts and overpayments owed to any agency or public authority.

12. *Disclosure to the Council of the Inspectors General on Integrity and Efficiency (CIGIE).* The OIG may disclose records as a routine use to members and employees of the CIGIE for the preparation of reports to the President and Congress on the activities of the Inspectors General.

13. *Disclosure for Qualitative Assessment Reviews.* The OIG may disclose records as a routine use to members of the CIGIE, the DOJ, the U.S. Marshals Service, or any Federal agency for the purpose of conducting qualitative assessment reviews of the investigative operations of the Department of Education, Office of Inspector General to ensure that adequate internal safeguards and management procedures are maintained.

14. *Disclosure to the Recovery Accountability and Transparency Board (RATB).* The OIG may disclose records as a routine use to the RATB for purposes of coordinating and conducting oversight of American Recovery and Reinvestment Act funds to prevent fraud, waste, and abuse.

15. *Disclosure in the Course of Responding to Breach of Data.* The OIG may disclose records from this system to appropriate agencies, entities, and persons when (a) the OIG suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; (b) the OIG has determined that as a result of the suspected or confirmed compromise there is a risk of harm to economic or property interests, identity theft or fraud, or harm to the security or integrity of this system or other systems or programs (whether maintained by the Department or another agency or entity) that rely upon the compromised information; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the OIG's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.

These routine uses are published in full at 68 Fed. Reg. 38154-58 (June 26, 2003) and 75 Fed. Reg. 33608-10 (June 14, 2010).



**United States Department of Education  
OFFICE OF INSPECTOR GENERAL**

**NOTIFICATION TO SUBMITTERS OF  
CONFIDENTIAL  
COMMERCIAL INFORMATION**

You have or may be asked to submit to the Office of Inspector General (OIG), U.S. Department of Education, information in connection with an investigation, audit, inspection, or other inquiry pursuant to the Inspector General Act of 1978, as amended, 5 U.S.C. app. 3. This is to notify you that if you deem any of this information to be "confidential commercial information," you may take steps to so designate that information to protect its confidentiality if at a future point in time a request is made for disclosure of this information under the Freedom of Information Act (FOIA).

"Confidential commercial information" means records that may contain material exempt from release under Exemption 4 of the FOIA (pertaining to trade secrets and commercial or financial information that is privileged or confidential), because disclosure could reasonably be expected to cause substantial competitive harm.

You may use any reasonable method you believe appropriate and which is acceptable to the OIG to indicate which documents and information you deem to fall into the category of confidential commercial information. Please be as specific as possible in segregating the information that you consider to be "confidential commercial information" from any other information you are providing to the OIG. This may be done before such information is provided to the OIG if feasible, but only if it will not delay or interfere with production of the information or delay or interfere with the OIG's investigation, audit, inspection, or other inquiry. Otherwise, you may so designate this information within a reasonable period of time after the information is provided to the OIG.

If a FOIA request is received by the OIG for information you have designated as confidential commercial information, the OIG is nevertheless required by law to make its own independent determination of whether the FOIA requires disclosure of the information or whether it should be withheld pursuant to Exemption (b)(4) or any other exemption of the FOIA. If the OIG determines that it may be required to disclose pursuant to the FOIA that information you have designated or other information that the OIG has reason to believe could reasonably be expected to cause substantial competitive harm, to the extent permitted by law, we will make a good faith effort to notify you and provide you with a reasonable opportunity to object to such disclosure and to state all grounds upon which you oppose disclosure. We will give careful consideration to all specified grounds for nondisclosure prior to making our final decision.

If we nonetheless believe that disclosure is required, we will provide you with a statement explaining why your objections were not sustained and specifying a disclosure date. To the extent permitted by law, this statement will be provided to you in a reasonable number of days prior to the specified disclosure date. Furthermore, if disclosure of the designated information is denied pursuant to an exemption under the FOIA and an administrative or judicial appeal is taken by the FOIA requester, we will make a good faith effort to notify you promptly.

The procedures outlined in this notice are intended only to improve the internal management of the OIG and are not intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or any person.

# Attachment 2

**Winchell, Susan**

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**From:** Winchell, Susan  
**Sent:** Tuesday, June 23, 2009 7:03 PM  
**To:** Shireman, Bob  
**Subject:** Your Disqualification

Hi Bob – I am sorry for the delay in getting you this disqualification advice.

As I understand it, you resigned from the The Institute for College Access & Success (TICAS) on April 19, 2009.

Pursuant to Executive Order 13490 (January 21, 2009), and the President's ethics pledge, you may not, for a period of two years from the date of your appointment, participate in any particular matter involving specific parties in which any of your former employers or former clients is, or represents, a party. This disqualification covers meetings or other communications with your former employers and former clients, even if the subject of the meeting is a particular matter of general applicability, unless the meeting or other communication is open to all interested parties. A "former employer" includes any entity for which you have, within the last two years, served as an employee, officer, director, trustee, or general partner, except that it does not include any State or local government. A "former client" includes any entity for which you have personally served as a consultant in the last two years. You are subject to this two-year disqualification with respect to TICAS.

In addition, because your wife is on a leave of absence from her position as a writing teacher at the University of California at Berkeley, pursuant to the Standards of Ethical Conduct provisions on appearance of a loss of impartiality, 5 CFR § 2635.502, absent an authorization from our office, you may not participate personally and substantially in any particular matter involving specific parties in which the University of California at Berkeley is, or represents, a party.

Please keep in mind that generally, under the conflict of interest statute, 18 U.S.C. § 208(a), you may not participate personally and substantially, in your official capacity, in any particular matter in which, to your knowledge, you, or anyone whose interests are imputed to you, has a financial interest, unless you first obtain a written waiver, pursuant to section 208(b)(1), or qualify for a regulatory exemption, pursuant to section 208(b)(2). Interests imputed to you under the law include those of your spouse, minor children, general partner, an organization or entity which you serve as an officer, director, trustee, general partner or employee, and any person with whom you are negotiating for employment or with whom you have an arrangement concerning prospective employment.

Finally, I have some technical questions about the entries on your financial disclosure form that I will ask in a separate e-mail.

Please let me know if you have any questions.

Take care, Susan W.

Susan Winchell  
Assistant General Counsel for Ethics  
Office of the General Counsel  
U.S. Department of Education

**ETHICS PLEDGE**

As a condition, and in consideration, of my employment in the United States Government in a position invested with the public trust, I commit myself to the following obligations, which I understand are binding on me and are enforceable under law:

1. **Lobbyist Gift Ban.** I will not accept gifts from registered lobbyists or lobbying organizations for the duration of my service as an appointee.

2. **Revolving Door Ban: All Appointees Entering Government.** I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts.

3. **Revolving Door Ban: Lobbyists Entering Government.** If I was a registered lobbyist within the 2 years before the date of my appointment, in addition to abiding by the limitations of paragraph 2 I will not for a period of 2 years after the date of my appointment:

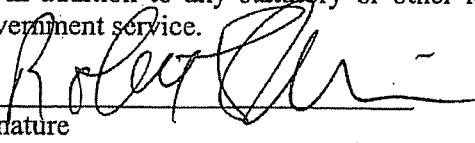
- (i) participate in any particular matter on which I lobbied within the 2 years before the date of my appointment;
- (b) participate in the specific issue area in which that particular matter falls; or
- (c) seek or accept employment with any executive agency that I lobbied within the 2 years before the date of my appointment.

4. **Revolving Door Ban: Appointees Leaving Government.** If, upon my departure from the Government, I am covered by the post employment restrictions on communicating with employees of my former executive agency set forth in section 207(c) of title 18, United States Code, I agree that I will abide by those restrictions for a period of 2 years following the end of my appointment.

5. **Revolving Door Ban: Appointees Leaving Government to Lobby.** In addition to abiding by the limitations of paragraph 4, I also agree, upon leaving Government service, not to lobby any covered executive branch official or non-career Senior Executive Service appointee for the remainder of the Administration.

6. **Employment Qualification Commitment.** I agree that any hiring or other employment decisions I make will be based on the candidate's qualifications, competence, and experience.

7. **Assent to Enforcement.** I acknowledge that the Executive Order entitled "Ethics Commitments by Executive Branch Personnel," issued by the President on January 21, 2009, which I have read before signing this document, defines certain of the terms applicable to the foregoing obligations and sets forth the methods for enforcing them. I expressly accept the provisions of that Executive Order as a part of this agreement and as binding on me. I understand that the terms of this pledge are in addition to any statutory or other legal restrictions applicable to me by virtue of Federal Government service.

  
Signature

April 14, 2019  
Date

Shireman, Robert McGrew  
Print or type your full name (Last, first, middle)

# Attachment 3

**From:** Manheimer, Ann  
**Sent:** Thursday, April 01, 2010 12:18 PM  
**To:** Pauline Abernathy  
**Cc:** Arsenault, Leigh; Manheimer, Ann  
**Subject:** RE: Following up re articles on for-profit institutions  
**Attachments:** draft neg reg fact sheet 03-31-10 rev 4.1.10.doc; Q and A GE rev4.1.10.doc

I shared your drafts with Bob – here are a couple of minor changes from us – Ann

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**From:** Pauline Abernathy [<mailto:pabernathy@ticas.org>]  
**Sent:** Wednesday, March 31, 2010 10:37 AM  
**To:** Manheimer, Ann  
**Cc:** Arsenault, Leigh  
**Subject:** RE: Following up re articles on for-profit institutions

Good talking with you yesterday, Ann! Per our conversation, attached are two short draft neg reg documents that we'd appreciate ED's informal feedback on before we starting sharing them with Hill staff and reporters. We'll need feedback by COB Friday so we can start using them next week. Thanks. Please call with any questions.  
Pauline

Pauline Abernathy  
Vice President  
The Institute for College Access & Success  
[www.ticas.org](http://www.ticas.org) and [www.projectonstudentdebt.org](http://www.projectonstudentdebt.org)  
*We moved!* TICAS' main number is now 510.318.7900. My direct line is 510.318.7903.

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**From:** Manheimer, Ann [<mailto:Ann.Manheimer@ed.gov>]  
**Sent:** Tuesday, March 30, 2010 3:28 PM  
**To:** Pauline Abernathy  
**Subject:** RE: Following up re articles on for-profit institutions

I tried calling and got a busy signal – just wanted to say thanks for the information and ask whether there was anything you needed to tell me about it. – Ann Manheimer 202/260-1488

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**From:** Pauline Abernathy [<mailto:pabernathy@ticas.org>]  
**Sent:** Monday, March 29, 2010 12:58 PM  
**To:** Manheimer, Ann  
**Cc:** Luke Klipp; Debbie Frankle Cochrane; Arsenault, Leigh  
**Subject:** Following up re articles on for-profit institutions

Per our exchange of voice mails, attached are some recent articles on for-profit institutions that you may want to include in your bibliography. HigherEdWatch, NCLC and NACAC will have additional ones. Please give me a call to discuss. Pauline

Pauline Abernathy  
Vice President

The Institute for College Access & Success

[www.ticas.org](http://www.ticas.org) and [www.projectionstudentdebt.org](http://www.projectionstudentdebt.org)

*We moved!* TICAS' main number is now 510.318.7900. My direct line is 510.318.7903.

<<WashMonthly- Subprime Student Loan Racket (Nov09).doc>> <<Your Taxes Support For-Profits  
Buying Colleges - Bloomberg (Mar 10).doc>> <<Apollo Weakness for Phoenix Revenue Spurs Short  
Sales - Bloomberg (Oct09).doc>> <<FT column Smart to reform US for profit schools.doc>> <<AP  
ForProfit Colleges Increase Lending Prompts Concerns.doc>> <<Focus on success and debt - Denver  
Post (Jan10).doc>> <<1-11-10 Community College Week.doc>> <<Marine Can't Recall His Course  
Lessons at For-Profit College - Bloomberg (Dec09).doc>> <<Barrons Leveraging Up to Learn  
(Nov09).doc>> <<Ever-Expanding U of Phoenix (Oct09).doc>> <<South Florida Sun Do Your Homework  
before Choosing a For Profit.doc>>



**Protecting Taxpayers & Students:  
Incentive Compensation & Gainful Employment Regulations**  
Draft March 30, 2010

Last spring, the Obama Administration initiated a negotiated rulemaking process to update and strengthen regulations intended to prevent the exploitation of students and protect taxpayer investments in college financial aid. Based on input at public hearings around the nation, the Education Department identified areas needing revision, including incentive compensation and gainful employment.

While these financial aid regulations apply to public, nonprofit and for-profit colleges, the stakes for students and taxpayers are highest in the for-profit sector:

- Nearly half of student loan borrowers who entered repayment in 2007 and defaulted by 2009 attended for-profit schools (44 percent), even though only 7 percent of students attend these schools.<sup>1</sup>
- Nearly *one in four* Pell Grant dollars went to students attending for-profit schools in 2008-09 (24% or \$4.3 billion), almost *double* the share a decade earlier.<sup>2</sup>
- Students at for-profit institutions are more likely to have to borrow, and to borrow much more, than students in other sectors:
  - At for-profit institutions, 96 percent of bachelor's degree recipients had student loans in 2008, and their average debt was \$33,050. At public and non-profit colleges, 65 percent of bachelor's degree recipients had loans, and their average debt was \$22,750.
  - At for-profit institutions, 98 percent of associate's degree recipients had loans in 2008, and their average debt was \$19,700. At public and non-profit colleges, 40 percent of associate's degree recipients had loans, and their average debt was \$10,900.<sup>3</sup>

**Incentive Compensation:** To protect students from high-pressure and deceptive sales tactics, federal law has long banned colleges from providing "any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid."

- The Bush Administration watered down this prohibition by allowing such payments if they were not based "solely" on the number of students recruited or aid received.
- Since this change in 2002, egregious examples of overly aggressive recruiting have emerged. One for-profit recently paid \$78 million to settle a whistleblower False Claim Act lawsuit and paid an additional \$10 million to the Department of Education to resolve claims over improper incentive compensation to recruiters.
- The Obama Administration proposed making the regulations consistent with the statutory ban on incentive compensation, while providing colleges with public guidance to help them comply and allowing them to pay employees based on performance unrelated to the number of students enrolled or amount of aid awarded.
- A group non-federal negotiators, including representatives of public, non-profit and for-profit colleges, met to debate and discuss new regulations for incentive compensation.

<sup>1</sup> TTCAS analysis of U.S. Department of Education three-year Cohort Default Rate data for FY 2007.

<sup>2</sup> U.S. Department of Education, Office of Postsecondary Education (OPE), "Pell End of Year Report," 2008-09, 1998-99, <http://www2.ed.gov/finaid/prof/resources/data/pell-data.html>

<sup>3</sup> Calculations by TTCAS on U.S. Department of Education, National Center for Education Statistics (NCES), National Postsecondary Student Aid Study (NPSAS), 2007-08, <http://nces.ed.gov/surveys/npsas/>

Their shared agreement formed the backbone of the draft regulations discussed by the larger group of negotiators, but the for-profit representative changed position and blocked consensus on the revised regulations in the final minutes of the last session.

**Gainful employment:** In order to be eligible for federal student aid programs, federal law requires programs offered by for-profit institutions and any vocational program of less than two years to “prepare students for gainful employment in a recognized occupation.” Yet the current regulations include no official definition of “gainful employment.” As a result, some unscrupulous schools are recruiting students for expensive programs that do not train people for jobs that pay enough to cover the cost of the credential. Such programs leave students deep in debt they cannot repay, and cost taxpayers millions of dollars in Pell Grants and defaulted student loans.

- The Obama Administration has proposed defining gainful employment to ensure that students and taxpayers get their money’s worth, and that students have a fair shot at being able to repay their student loans after graduating.
- *Defining gainful employment will prevent students and taxpayers from getting ripped off, not limit access to quality programs.* Just as it has before, the for-profit sector is falsely claiming any changes will deny students access to vital programs. When Congress first proposed limiting federal student aid for schools with extremely high student default rates, the for-profit sector also claimed it would reduce student access. But the cohort default rules did not reduce student access and they successfully shut down bad schools. Similarly, defining gainful employment will force some schools to improve their programs, charge less, or end them.
- Industry-friendly Wall Street analysts say that any impact from the Department’s gainful employment proposal would be more than offset by for-profits’ gains from state budget cuts for public colleges, which create lucrative opportunities to meet unmet demand for education and training. A recent analysis by UBS concluded the Department’s 8% median debt-to-income ratio proposal would reduce earnings per share by only 3% for Corinthian Colleges and ITT Educational Services. UBS concluded the programs likely to be most affected have high costs and low starting salaries for graduates, and that many schools could afford to lower prices given their high operating margins, including a 37% operating margin at ITT, 34% at Strayer, and 28% at Apollo.<sup>4</sup>
- Schools will have ample time to adjust their programs before any program would lose eligibility for federal aid.
- The Obama Administration has welcomed suggestions for how best to measure gainful employment.
  - During the negotiated rulemaking process that began last fall, *the for-profit sector never offered a single proposal for defining gainful employment.* Instead, it argued that the Department did not have the statutory authority to define gainful employment—an absurd claim.
  - The Education Department plans to issue a draft regulation in June, at which time the public will have an opportunity to comment. After comments are received, final rules will be issued by November 1, 2010, and the new rules would not even begin to take effect until July 1, 2011.

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<sup>4</sup> UBS Investment Research, Education 101, March 18, 2010, by Andrew Fones.

**Q&A on Gainful Employment**  
Draft March 30, 2010

Q. *Will defining gainful employment hurt good schools offering quality programs?*

A. No! Schools that provide meaningful education and training that students can afford will benefit, while schools that charge students far more than their degrees are worth will be forced to improve their programs or lower their prices in order to remain eligible to participate in federal aid programs.

Q. *Will it hurt minorities and low-income students by reducing their access to college?*

A. No! To the contrary, defining gainful employment will *help* poor and minority students by not subsidizing unscrupulous schools offering worthless programs that leave students deep in debt with no ability to repay.

The for-profit sector made the same claim when Congress first proposed limiting federal aid for schools with high student-loan default rates. Yet, the cohort default rules did not reduce student access and successfully shut down bad schools. Similarly, defining gainful employment will protect students and taxpayers from being ripped off while prompting some schools to improve their programs and/or charge less if they want to continue receiving federal aid. And as with cohort default rules, schools will have ample time to adjust their programs before any program would lose eligibility for federal aid.

Q. *Why not give the industry and Department more time to study the issue and jointly develop a proposal?*

A. The Department repeatedly solicited input throughout the months-long negotiated rulemaking process begun last fall, and the for-profit sector *never offered a single proposal* for defining gainful employment. Instead, it focused its efforts on arguing that the Department did not have the statutory authority to define gainful employment—an absurd claim. Existing law has long required certain programs to prepare students for gainful employment, but without a definition, the Department cannot enforce the law.

Q. *Does federal law require only for-profit programs "to prepare students for gainful employment"?*

A. No, the law applies to *any vocational program of less than two years*, including those offered by nonprofit and public colleges. Most community colleges offer such programs, *but have nothing to worry about*. Few community college students borrow, so most of their programs will automatically meet the Department's proposed gainful employment test. This is because the proposal uses medians to gauge a program's compliance, so only programs where the *majority* of students exceed the thresholds will be affected.

By contrast, students attending for-profits have the highest debt levels of any sector, and they are the most likely to default on their federal student loans. Nearly half of borrowers who entered repayment in 2007 and defaulted by 2009 attended for-profit schools (44 percent), even though only 7 percent of students attended these schools.

*Q. Would improving consumer disclosures be a better solution?*

- A. Disclosures won't enable the Department to enforce the law requiring eligible programs "to prepare students for gainful employment" as a condition of participating in the federal student aid programs. Without a definition, the Department cannot enforce the law. With students attending for-profits now accounting for such a large and rapidly growing share of federal student aid, enforcing this requirement is more important than ever before.

From: Pauline Abernathy [pabernathy@utcas.cej]  
Sent: May 22, 2010 10:34 AM  
To: Shireman, Bob  
Subject: Fw: For-profits on Face tomorrow?

----- Original Message -----

From: Pauline Abernathy  
To: Leigh Arsenault <leigh.arsenault@ed.gov>; rsilverman@utcas.org <rsilverman@utcas.org>; James R. Kyal <jkyal@who.eop.gov>; James R. Kyal <jkyal@who.eop.gov>  
Cc: Lauren Asher  
Sent: Sat May 22 07:31:57 2010  
Subject: For-profits on Face tomorrow?

Sealink and Lamar Alexander are both cca advocates. Does gibbs have tips on ge in case it comes up tomorrow?

Face the Nation: White House Press Secretary Robert Gibbs; Sen. Lamar Alexander (R-TN); U.S. Senate candidate Rep. Joe Sealink (D-PA)

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From: Robert Shireman [bobshireman@gmail.com]  
Sent: Sunday, April 19, 2009 9:47 PM  
To: Roger Nozaki; Rosa L. Armendanz; Pauline M. Abernathy; Richard Kazis; Annik Hirsch; russlynnedtrust  
Cc: Lauren Asher; Kelly Solan  
Subject: Its Official

Tomorrow it will be public that I am the Deputy Undersecretary (or maybe its Deputy Under Secretary), with responsibility for financial aid policy and operations as well as other higher education and related initiatives. I turn into a pumpkin at midnight tonight: no longer on the TICAS suspended payroll, no longer a board member and officer on leave. It feels very strange to cut all official connection to the organization that I founded. But I know that it is in great hands. Thank you all so much for your support of me and of the goals of the Institute.

While I have no further official connection to TICAS, I intend to make myself available as a volunteer in my personal time. Let me know how I can be helpful.

Lucinda and the kids will be coming out for a couple of weeks in June, and then we may all drive across the country in August if I can keep enough time available. We rented a house (Barbara Chow's house, the new education director at Hewlett). The address is:

4514 44th Street, N.W.  
Washington, D.C. 20016

Thank you again, and again.

-Bob

# Attachment 4

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**ARNOLD & PORTER LLP**

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Sharon D. Mayo  
Sharon.Mayo@aporter.com  
+1 415.471.3296  
+1 415.471.3400 Fax  
7th Floor  
Three Embarcadero Center  
San Francisco, CA 94111-4024

August 8, 2012

**VIA E-MAIL (LISA.FOSTER@ED.GOV)**

Special Agent Lisa Foster  
United States Department of Education  
Office of Inspector General  
550 12th Street, SW #8147  
Washington, DC 20024

Re: ED OIG Subpoena to The Institute for College Access & Success  
(TICAS)

Dear Special Agent Foster:

Transmitted with this letter are .pdfs containing documents bates stamped T0001 through T0120, constituting the response of TICAS to the above-referenced Subpoena dated June 26, 2012 issued by your office. These materials are produced subject to and without waiving the positions and objections set forth in my letter to you dated July 19, 2012, a copy of which is attached hereto and incorporated herein by this reference.

As set forth in my July 19, 2012 letter, it is TICAS' position that the Subpoena exceeds the authority granted to the ED OIG by the Inspector General Act, and that it has an impermissible chilling effect on TICAS' First Amendment activities. Nonetheless, and as I explained in our telephone conference on July 30, 2012, in an effort to cooperate with the ED OIG investigation, TICAS has agreed to produce the enclosed e-mail communications and documents relating to preparation for the public meeting it organized and held on April 29-30, 2010 concerning relief for distressed student loan borrowers.

The documents have not been altered, except for the addition of a bates number and, in a few instances, redactions of information subject to a right of privacy, the attorney-client privilege, or attorney work product doctrine. These redactions are clearly marked on the documents and are listed on the accompanying redaction log.



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ARNOLD & PORTER LLP

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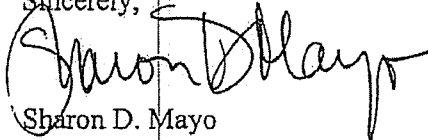
Special Agent Lisa Foster  
August 8, 2012  
Page 2

TICAS is furnishing the enclosed information solely for the use of the Department of Education Inspector General, and it is not intended for use by the Government for any other purpose except the investigation to which the Subpoena relates.

In submitting this information, TICAS expressly reserves all rights with respect to disclosures to third parties and has not waived any claim of privilege against disclosure. On TICAS' behalf, I request that TICAS be provided with prompt advance notice by telephone and letter of any request to disclose this letter or any of the produced documents, so that TICAS and its counsel may be heard on the question of the propriety of any proposed disclosure.

If you have any questions regarding this document production, please contact the undersigned.

Sincerely,



Sharon D. Mayo

Enclosures as noted.

cc: Lauren Asher

## Redaction Log for TICAS Production to ED OIG

August 8, 2012

	Bates Range	Date	Author	Recipient(s)	Description of Redaction	Reason
1.	T0027	04/27/10	Edie Irons	Jamienne Studley Bob Shireman Michelle Rodriguez Margaret Reiter Tim Ranzetta Deanne Loonin Lauren Asher Luke Klipp Pauline Abernathy Leigh Arsenault Andrea Teodorini	Personal e-mail address of Margaret Reiter	Privacy, First Amendment
2.	T0036	04/12/10	Pauline Abernathy	Jamienne Studley	Personal cell phone number of Pauline Abernathy	Privacy
3.	T0043	04/21/10	Jamienne Studley (Attorney)	Debbie Frankle Cochran Michelle Rodriguez (Attorney)	Discussion of legal questions unrelated to the April 29-30 meeting regarding student loan relief	Attorney Client Attorney Work Product
4.	T0043	04/21/10	Debbie Frankle Cochran	Jamienne Studley (Attorney) Michelle Rodriguez (Attorney) Pauline Abernathy	Discussion of legal questions unrelated to the April 29-30 meeting regarding student loan relief	Attorney Client Attorney Work Product

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	Bates Range	Date	Author	Recipient(s)	Description of Redaction	Reason
5.	T0048	04/28/10	Lauren Asher	Deane Loonin Bob Shireman Jamiene Studley Michelle Rodriguez Margaret Reiter Time Ranzetta Pauline Abernathy Edie Irons Luke Klipp	Personal e-mail address of Margaret Reiter	Privacy, First Amendment
6.	T0080	04/27/10	Edie Irons	Jamiene Studley Bob Shireman Michelle Rodriguez Margaret Reiter Tim Ranzetta Deanne Loonin Lauren Asher Luke Klipp Pauline Abernathy Leigh Arsenault Andrea Teodorini	Personal e-mail address of Margaret Reiter	Privacy, First Amendment
7.	T0082	4/21/10	Jamiene Studley (Attorney)	Debbie Frankle Cochran Michelle Rodriguez (Attorney)	Discussion of legal questions unrelated to the April 29-30 meeting regarding student loan relief	Attorney Client Attorney Work Product
8.	T0082	04/21/10	Debbie Frankle Cochran	Jamiene Studley (Attorney) Michelle Rodriguez (Attorney) Pauline Abernathy	Discussion of legal questions unrelated to the April 29-30 meeting regarding student loan relief	Attorney Client Attorney Work Product

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	Bates Range	Date	Author	Recipient(s)	Description of Redaction	Reason
9.	T0092	04/28/10	Lauren Asher	Deanne Loonin Bob Shireman Jamiene Studley Michelle Rodriguez Margaret Reiter Tim Ranzetta Pauline Abernathy Edlie Irons Luke Klipp	Personal e-mail address of Margaret Reiter	Privacy, First Amendment
10.	T0093	04/27/10	Edie Irons	Jamiene Studley Bob Shireman Michelle Rodriguez Margaret Reiter Time Ranzetta Deanne Loonin Lauren Asher Luke Klipp Pauline Abernathy Leigh Arsenault Andrea Teodorini	Personal e-mail address of Margaret Reiter	Privacy, First Amendment

30732102